

**STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL**

In the Matter of:	)	Docket No. HSA-A 04/05-132
	)	
Former Ameron Facility		
4671 Firestone Blvd		
South Gate California	)	Voluntary Cleanup
	)	Agreement
	)	
Project Proponent		
	)	Health and Safety Code
Overton Moore Properties/ South Gate LLC		
1125 West 190 <sup>th</sup> Street	)	Section 25355.5(a)(1)(C)
Gardena, California 90248 )		
	)	
_____ )		

## I. INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this Voluntary Cleanup Agreement (Agreement) with Overton Moore Properties /SouthGate LLC (Proponent).

1.2 Site. The property which is the subject of this Agreement (Site) is located at 4671 Firestone Blvd, South Gate California. The Site property consists of approximately 28.5 acres and is identified by Assessor's Parcel Number(s) 6216-008-006 and 6216-008-007. A diagram of the Site and a location map are attached as Exhibit A and Exhibit B.

1.3 Jurisdiction. This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code (H&SC) section 25355.5(a)(1)(C). This section authorizes DTSC to enter into an enforceable agreement with Proponents to oversee the characterization and cleanup of a Site, if any.

1.4 Purpose. The purpose of this Agreement is for the Proponent to conduct a removal action under the oversight of DTSC. The purpose of this Agreement is also for DTSC to obtain reimbursement from the Proponent for DTSC's oversight costs.

## II. BACKGROUND

2.1 Ownership. The Site is owned by Overton Moore Properties/ South Gate LLC.

2.2 Substances Found at the Site Reports, containing the results of environmental media sampling conducted at the Site, indicate that the soil is contaminated with hazardous substances, including petroleum hydrocarbons, aromatic

hydrocarbons and select metals.

2.3 Physical Description. The subject property is a flat, roughly rectangular-shaped parcel, occupying approximately 28.5 acres, which is owned by OMP. Fourteen structures of industrial and commercial use are present on the subject property. The Southern Pacific railway runs adjacent to the facility along the northern property boundary. Various railroad spurs are present within the subject property and link together in the central northern portion of the property to join a spur entering the west side of the Ameron facility. The subject property is bordered on all sides by light industrial/commercial land. No previous addresses for the subject property were observed in the records reviewed. There are no surface water bodies or areas of natural vegetation and the site with the exception of ornamental landscaping, is substantially paved.

2.4 Site History. The subject property was developed as early as 1928. The previous business name for the subject property was Western Concrete Pipe Company. Operations consisted of the manufacture of concrete pipe and coatings for concrete pipe. By 1950 the facility name had been changed to American Pipe & Construction Company. Between 1943 and 1947, the L-shaped Amercoat Building was constructed in the southeast corner of the subject property. Historical blueprints indicate that at least four underground storage tanks (USTs) and 14 small rafter-supported aboveground storage tanks (ASTs) were located in the southeastern portion of the building. Between 1951 and 1961, three ASTs and two heating oil ASTs were present in separate areas the north central portion of the subject property.

Spun concrete pipe fabrication ceased in 1991. Current facility operations are limited to the Fabrication Building, Machine Shop, and Maintenance Building, and include the manufacturing of joint bands, steel forms, and machine parts for the support of other Ameron facilities in the United States. Recent due diligence activities have encountered shallow soil that contains hazardous materials including petroleum hydrocarbons, aromatic hydrocarbons and metals. The hazardous materials are generally localized adjacent to where Ameron, the former owner conducted certain chemical handling operations.

### **III. AGREEMENT**

3.0 **IT IS HEREBY AGREED THAT** DTSC will provide review and oversight of the response activities conducted by the Proponent in accordance with the Scope of Work contained in Exhibit C. The Proponent shall conduct the activities in the manner specified herein and in accordance with the schedule specified in Exhibit E. All work shall be performed consistent with H&SC section 25300 et seq., as amended; the National Contingency Plan (40 Code of Federal Regulations (CFR) Part 300), as amended; U.S. EPA and DTSC Superfund guidance documents regarding site investigation and remediation.

3.1 Scope of Work and DTSC Oversight. DTSC shall review and provide Proponent with written comments on all Proponent deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. DTSC's completion of activities described above shall constitute DTSC's

complete performance under this Agreement.

3.2 Additional Activities. Additional activities may be conducted and DTSC oversight provided by amendment to this Agreement or Exhibits hereto in accordance with Paragraph 3.17. If DTSC expects additional oversight costs to be incurred related to these additional activities, it will provide an estimate of the additional oversight cost to the Proponent.

3.3 Agreement Managers. Sayareh Amir, Chief is designated by DTSC as its Manager for this Agreement. Mark Cousineau, REA II is assigned by the Proponent as its Manager for this Agreement. Each Party to this Agreement shall provide at least ten (10) days advance written notice to the other of any change in its designated manager.

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective parties at the following addresses in a manner that produces a record of the sending of the notice, document or communication such as certified mail, overnight delivery service, facsimile transmission or courier hand delivery service:

3.4.1 To DTSC:

Sayareh Amir, Chief  
Attn: Ms. Jessy Fierro  
Site Mitigation Program  
Department of Toxic Substances Control  
1011 North Grandview Avenue  
Glendale, California 91104

3.4.2 To the Proponent:

Mr. Timur Tecimer  
Overton Moore Properties  
1125 West 190<sup>th</sup> Street  
Gardena California 90248  
(310) 323-9100 p  
(310) 608-7997 f

with a copy to:

Mark Cousineau, REA II  
Principal  
Hazard Management Consulting Inc.  
211 West Avenida Cordoba, Suite 200  
San Clemente, CA 92672  
(949) 361-3902 p  
(949) 361-3697 f

3.5 DTSC Review and Approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) Return comments to the Proponent with recommended changes; or (b) Modify the document as deemed necessary and approve the document as modified.

3.6 Communications. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to the Proponent in writing by DTSC's Agreement Manager or his/her designee. No informal advice, guidance, or suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve the Proponent of the obligation to obtain such written approvals.

3.7 Endangerment During Implementation. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order the Proponent to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.

3.8 Payment. The Proponent agrees to pay (1) all costs incurred by DTSC in association with preparation of this Agreement and for review of documents submitted prior to the effective date of the Agreement, and (2) all costs incurred by DTSC in providing oversight pursuant to this Agreement including review of the documents described in Exhibit C and associated documents, and in providing oversight of field activities. DTSC will bill the Proponent quarterly. Proponent agrees to make payment within sixty (60) days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by the Proponent.

3.8.1 In anticipation of services to be rendered, Proponent shall make an advance payment of \$5,000 to DTSC. That payment shall be made no later than ten (10) days after this Agreement is fully executed. If the Proponent's advance payment does not cover all costs payable to DTSC under this paragraph, Proponent agrees to pay the additional costs within sixty (60) days of receipt of a bill from DTSC.

3.8.2 If any bill is not paid by the Proponent within sixty (60) days after it is sent by DTSC, the Proponent may be deemed to be in material default of this Agreement.

3.8.3 All payments made by the Proponent pursuant to this Agreement shall be by a cashier's or certified check made payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the site (Calstars Site Code # 301256) and the docket number (Docket No. HSA-A 04/05-132) of this Agreement. Payments shall be sent to:

Department of Toxic Substances Control  
Accounting/Cashier  
1001 I Street, 21st Floor  
P.O. Box 806  
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Agreement Manager.

3.8.4 If the advance payment exceeds DTSC's actual oversight costs, DTSC will

provide an accounting for expenses and refund the difference within one hundred-twenty (120) days after termination of this Agreement in accordance with Paragraph 3.18. In no other case shall the Proponent be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Agreement.

3.9 Condition Precedent. It is expressly understood and agreed that DTSC's receipt of the advance payment described in Paragraph 3.8.1. is a condition precedent to DTSC's obligation to provide oversight, review and/or comment on documents.

3.10 Record Retention. DTSC shall retain all cost records associated with the work performed under this Agreement for such time periods as may be required by applicable state law. The Proponent may request to inspect all documents which support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

3.11 Project Coordinator. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified project coordinator, with expertise in hazardous substance site cleanup. The Proponent shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate expertise in hazardous substance site cleanup, the resume of the coordinator. The Proponent shall promptly notify DTSC of any change in the identity of the Project Coordinator. All engineering and geological work shall be conducted in conformance with applicable state law including but not limited to Business and Professions Code sections 6735 and 7835.

3.12 Access. Proponent shall provide, and/or obtain access to the Site and offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of the Proponent in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by the Proponent.

3.13 Sampling, Data and Document Availability. When requested by DTSC, the Proponent shall make available to DTSC, and shall provide copies of, all data and information concerning contamination at the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement.

3.14 Notification of Field Activities. The Proponent shall inform DTSC at least seven (7) days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by the Proponent pursuant to this Agreement.

3.15 Notification of Environmental Condition. The Proponent shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the onset of such a condition, the Proponent shall furnish a report to DTSC, signed by

the Proponent's Agreement Manager, setting forth the events which occurred and the measures taken in the response thereto.

3.16 Preservation of Documentation. The Proponent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by the Proponent for a minimum of six (6) years after the conclusion of all activities carried out under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, the Proponent shall either comply with that request, deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. The Proponent shall notify DTSC in writing at least ninety (90) days prior to the expiration of the six-year minimum retention period before destroying any documents prepared pursuant to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six year period, the related records shall be retained until the completion and resolution of all issues arising therefrom or until the end of the six-year period, whichever is later.

3.17 Amendments. This Agreement may be amended or modified solely upon written consent of all parties. Such amendments or modifications may be proposed by any party and shall be effective the third business day following the day the last party signing the amendment or modification sends its notification of signing to the other party. The parties may agree to a different effective date.

3.18 Termination for Convenience. Except as otherwise provided in this Paragraph, each party to this Agreement reserves the right unilaterally to terminate this Agreement for any reason. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Agreement to the other Party. In the event that this Agreement is terminated under this Paragraph, the Proponent shall be responsible for DTSC costs through the effective date of termination.

3.19 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

3.20 Time Periods. Unless otherwise specified, time periods begin from the date this Agreement is fully executed, and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

3.21 Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of Proponent's past, current, or future operations. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site.

3.22 Government Liabilities. The State of California (State) shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a party to any contract entered into by the Proponent or its agents in carrying out the activities pursuant to this Agreement.

3.23 Third Party Actions. In the event that the Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, the Proponent shall notify DTSC in writing within ten (10) days after service of the complaint

in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

3.24 Reservation of Rights. DTSC and the Proponent reserve the following rights.

3.24.1 DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation and Liability act of 1980 (CERCLA), as amended, the California Health and Safety Code section 25360, and any other applicable section of the law.

3.24.2 Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

3.24.3 Nothing in this Agreement shall constitute or be construed as a waiver of the Proponent's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that the Proponent may have against any "person", as defined in Section 101(21) of CERCLA, or Health and Safety Code section 25319, that is not a signatory to this Agreement.

3.24.4 By entering into this Agreement, Proponent does not admit to any fact, fault or liability under any statute or regulation.

3.25 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Proponent from complying with all applicable laws and regulations, and the Proponent shall conform all actions required by this Agreement with all applicable federal, state and local laws and regulations.

3.26 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

3.27 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

3.28 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon each signatory and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. No change in the ownership or corporate or business status of any signatory, or of the facility or Site shall alter any signatory's responsibilities under this Agreement.

3.29 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

3.30 Representative Authority. Each undersigned representative of the parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the parties to this Agreement.

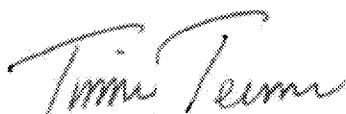
3.31 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.



Date:

3/08/05

Sayareh Amir, Chief  
Site Mitigation Program  
Department of Toxic Substances Control



Date:

3.3.05

Overton Moore Properties / South Gate, LLC  
Timur Tecimer  
Member



## EXHIBITS

- A - SITE DIAGRAM
- B - SITE LOCATION MAP
- C - SCOPE OF WORK
- D - COST ESTIMATE
- E - SCHEDULE

EXHIBIT A  
SITE DIAGRAM

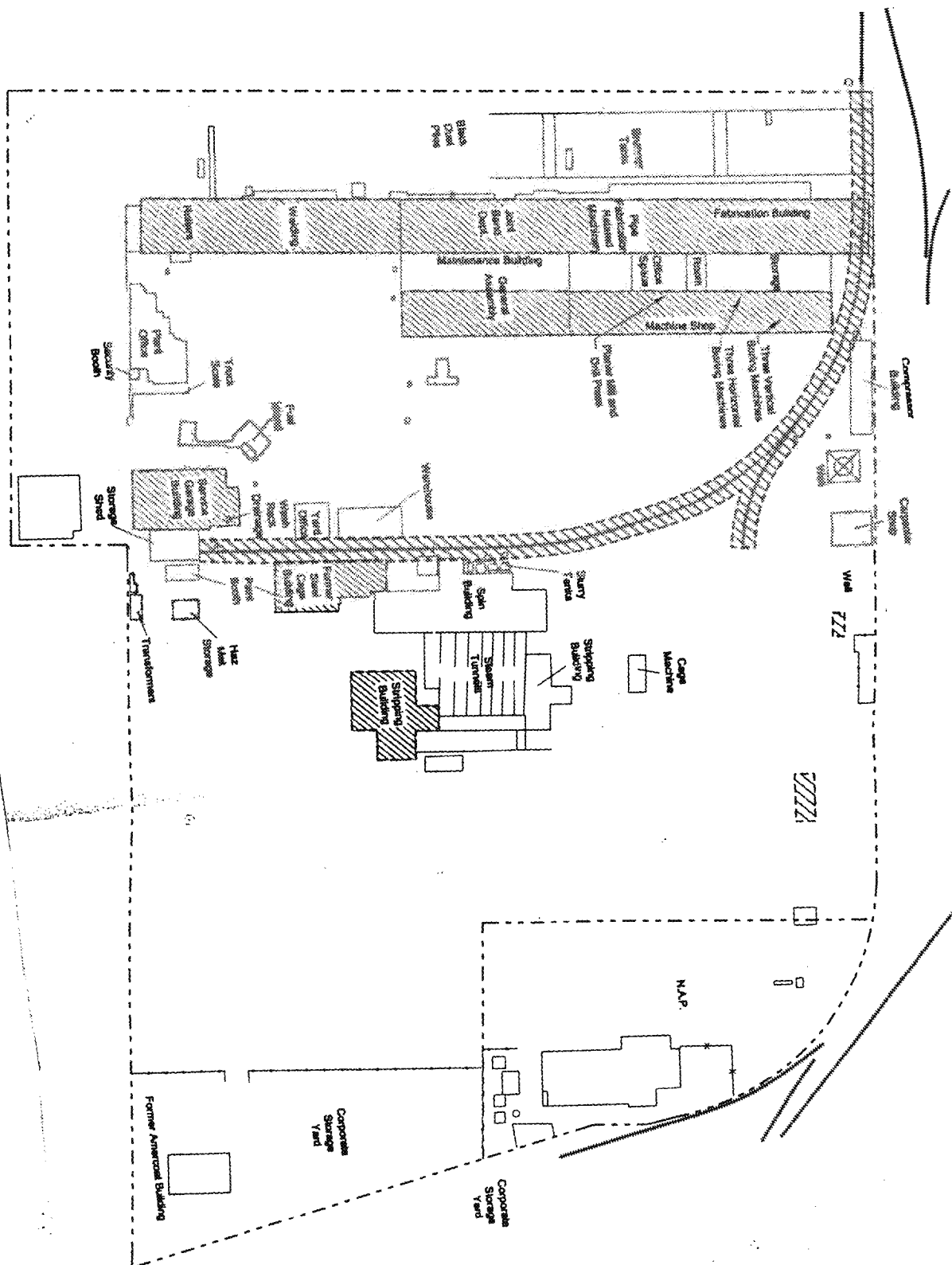


EXHIBIT B  
SITE LOCATION MAP



--- Site Boundary



0 2000 ft

### Vicinity Map

Ameron - 002-10311-00

**LFR**  
LEVINE • FRICKE

Figure 1

EXHIBIT C

SCOPE OF WORK

The following Tasks will be completed as part of this Agreement:

**TASK 1. Submittal of Existing Data.**

The Proponent will submit to DTSC all background information, sample analysis results, environmental assessment reports, and any other information pertinent to the hazardous substance management and/or release, characterization and cleanup of the Site. DTSC will review the information, identify areas and media of concern, and determine the additional work, if any, required to complete the investigation/remediation of the Site.

**TASK 2. Sampling and Analysis.**

**2.1 Sampling and Analysis Workplan.**

The Proponent will submit a Workplan that describes the activities proposed to characterize soil and groundwater contamination associated with the Site. The workplan should also include a Site health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule.

2.2 The Proponent will begin implementation of the approved workplan in accordance with the approved implementation schedule. DTSC may provide oversight of workplan implementation.

**2.3 Site Characterization Report.**

The Proponent will submit a Site Characterization Report that at a minimum presents the data, summarizes the findings of the investigation, validates all data, and includes recommendations and conclusions.

**TASK 3. Removal Action Workplan.**

If DTSC determines a removal action is appropriate, the Proponent will prepare a Removal Action Workplan (RAW) in accordance with Health and Safety Code sections 25323.1 and 25356.1. The Removal Action Workplan will include:

- (a) a description of the onsite contamination;
- (b) the goals to be achieved by the removal action;

- (c) an analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implementability and cost;
- (d) administrative record list; and
- (e) a statement that the RAW serves as an equivalent document to the Engineering Evaluation/Cost Analysis document required by the National Contingency Plan.

If the proposed removal action does not meet the requirements of Health and Safety Code section 25356.1(h), the Proponent will prepare a Remedial Action Plan (RAP) in accordance with Health and Safety Code section 25356.1(c) for DTSC review and approval

#### TASK 4. California Environmental Quality Act (CEQA).

Based on the results of the draft Initial Study, DTSC will prepare the necessary CEQA documents. If required, the Proponent shall submit the information necessary for DTSC to prepare these documents.

#### TASK 5. Implementation of Final Removal Action Workplan.

Upon DTSC approval of the final Removal Action Workplan (RAW), the Proponent shall implement the removal action, as approved. Within thirty (60) days of completion of field activities, Proponent shall submit an Implementation Report documenting the implementation of the final RAW.

#### TASK 6. Changes During Implementation of the Final RAP/RAW.

During implementation of the final RAW or RAP and RDIP, DTSC may specify such additions, modifications and revisions to the RAW or RDIP as deemed necessary to protect human health and safety or the environment or to implement the RAW or RAP.

#### TASK 7. Public Participation.

7.1 The Proponent shall publish, in a major local newspaper(s), a public notice announcing the availability of the RAW/RAP for public review and comment. The public comment period shall last a minimum of thirty (30) days.

7.2 DTSC may require that the Proponent hold at least one public meeting to inform the public of the proposed activities and to receive public comments on the RAW/RAP.

7.3 Within two (2) weeks of the close of the public comment period, the Proponent shall prepare and submit to DTSC a draft response to the public comments received.

7.4 If appropriate, the Proponent will revise the RAW/RAP on the basis of comments received from the public, and submit the revised RAW/RAP to DTSC for review and approval. The Proponent will also notify the public of any significant changes from the action proposed in the RAW/RAP.

**TASK 8. Quality Assurance/Quality Control (QA/QC) Plan.**

All sampling and analysis conducted by the Proponent under this Agreement shall be performed in accordance with a QA/QC Plan submitted by the Proponent and approved by DTSC. The QA/QC Plan will describe:

- (a) the procedures for the collection, identification, preservation and transport of samples;
- (b) the calibration and maintenance of instruments;
- (c) the processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to Health and Safety Code section 25198; and
- (d) how the data obtained pursuant to this Agreement will be managed and preserved in accordance with the Preservation of Documentation section of this Agreement.

**TASK 9. Health and Safety Plan.**

The Proponent will submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192 and DTSC guidance, which covers all measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to hazardous waste, substances or materials. The Health and Safety Plan should describe the specific personnel, procedures and equipment to be utilized.



EXHIBIT D  
COST ESTIMATE

# EXHIBIT D

## DRAFT COST ESTIMATE WORKSHEET

### VOLUNTARY CLEANUP AGREEMENT: FORMER AMERON FACILITY

Project Name: FORMER AMERON FACILITY

CalStars Site Code: 301256-11

Title	VCP Coord.	Project Manager		Supervisor		Toxicology	Geology	Industrial Hygiene	HQ Engring	Public Particip	HQ CEQA	Legal	Clerical
Classification	Sr. HSS	HSS	HSE	HSSI	HSEI	Staff Toxicologist	Eng Geol.	Assoc IH	HSE	PPS	AEP	Staff Counsel	WPT
<b>TASK:</b>													
Agreement Prep./Negotiation	12											4	
Review and comment on PEA Workplan and PEA Report, General Project Oversight													
Scoping Documents: HSP/SAP/QAP													
Remedial Investigation/ Feasibility Study (RI/FS)													
- Workplan		6		2		4	8						
- Implementation		16					16						
- Report		24		4		16	24						4
Risk Assessment		8		2		32							
Public Participation		16		4		8	8			20			
CEQA		24		4									
Removal Action Workplan								4					
Remedial Action Plan (RAP)		24		4		12	16	8		24		8	
Remedial Design (RD)		16		2			12		4				
Implement RAP		16		4		8	24	8		16			
Completion Report		12		2		4	4						4
Certification		12		2									
Deed Restriction		12		2								16	
Operation & Maint													
Total No. Hours/Class	12	186	0	32	0	84	112	20	4	60	0	24	8
Hourly Rate/Class	128	108	123	128	147	150	123	116	123	104	123	159	58
Cost/Class	1536	20088	0	4096	0	12600	13776	2320	492	6240	0	3816	464
<b>Grand Total Cost</b>	<b>\$65,428</b>												

EXHIBIT E  
SCHEDULE

## EXHIBIT E

### PROJECT SCHEDULE

TASK	TIMELINE
Agreement Execution	February 2005
Proponent to submit advance Payment	Within 14 days of Agreement execution
Proponent to submit all existing background information to DTSC for review.	Within 14 days of Agreement Execution.
Scoping Meeting	Within 14 days of Agreement Execution
Proponent to prepare and submit draft Site Characterization Workplan	Within 30 days of Agreement Execution
DTSC to review and comment on draft Site Characterization Workplan	Within 30 days of receiving draft RAW
Public participation activities.	Concurrently, as determined by project needs
Proponent to incorporate DTSC's comments and finalize Site Characterization Workplan	Within 15 days of receipt of DTSC's comments
DTSC to approve final Site Characterization Workplan	Within 15 days of receipt of Site Characterization Workplan
Proponent to implement Site Characterization Workplan	Within 30 days of approval of workplan
Proponent to submit Site Characterization Report	Within 30 days of completion of Site Characterization fieldwork
DTSC to review and comment on draft Site Characterization Report	Within 30 days of receiving draft Site Characterization Report
Proponent to incorporate DTSC's comments and finalize Site Characterization Report	Within 30 days of receipt of DTSC's comments
Proponent to prepare and submit draft RAW	Within 45 days of approval of Site Characterization Report
DTSC to review and comment on draft RAW	Within 30 days of receiving draft RAW
Proponent to finalize RAW and incorporate DTSC and public comments	Within 15 days of close of public comment period
DTSC to approve final RAW	Within 15 days of receipt of final RAW
Proponent to implement RAW	As outlined in RAW
Proponent to submit implementation report	As outlined in RAW